

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2000A13203
	§	
vs.	§	
	§	
Lori A. Gullekson		

<b>COMPLAINT</b>
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TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 8695 Aqua Lane, Ypsilanti, Michigan 48197.

**The Debt**

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$611.16
B. Current Capitalized Interest Balance and Accrued Interest	\$879.85
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00

E. Attorneys fees	\$0.00
<b>Total Owed</b>	<b>\$1,491.01</b>

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
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Southfield, Michigan 48034  
(248) 352-4340  
usa@holzmanlaw.com

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS**

LORI A. GULLEKSON  
AKA: LORI GULLEKSON  
3657 RIVERSIDE DR  
CANTON, MI 48188-2325

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/22/99.

On or about 8/20/91 the borrower executed promissory note(s) to secure loan(s) of \$2,135.00 from Manufacturers National Bank, Detroit, MI at 8.00 percent interest per annum. This loan obligation was guaranteed by Michigan Higher Education Assistance Authority and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR, Part 682). The holder demanded payment according to the terms of the note(s), and credited \$1,382.39 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 4/20/93, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$752.61 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/28/95, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$273.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	611.16
Interest:	\$	222.58
Administrative/Collection Costs:	\$	0.00
Late fees	\$	0.00
 Total debt as of 11/22/99	 \$	 833.74

Interest accrues on the principal shown here at the rate of \$0.13 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/1/99

Name: \_\_\_\_\_  
Title: Loan Analyst  
Branch: Litigation Branch

## MICHIGAN GUARANTY AGENCY

## Application and Promissory Note for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

00790

AG- X-000026-06 D

## SECTION I - TO BE COMPLETED BY THE STUDENT -- READ THE INSTRUCTIONS -- TYPE OR PRINT IN INK

1 Social Security Number		2 Last Name, First, M.I., Permanent Home Address Gullekson, Lori A 32017 Chedoke Westland, MI 48185		3 Correct item 2A in this space	
4 Birthdate		5 Driver's License		6 U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Non-Citizen	
7 References - You must provide separate adult references with different addresses (carefully read instructions).		8 Area Code/Phone No.		9 Employer	
Name		Street, City, State, Zip		Area Code/Phone No.	
Robert Gullekson		551 Carthage Westland, MI 48185		Superior Wheels	
Michelle McKindles		21987 Laurel Park 48185		Body Temporary Service	
TACI Gullekson		23453 Alta Vista Lake Forest, CA 92630		8 months on the	
10 Intended Enrollment Status (check one)		11 Major Course of Study		12 Requested Loan Amount	
<input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time		03		2135.00	
13 Have you ever defaulted on an Education Loan? (check one)		14 Do you have any unpaid student loans? (check one)		15 For this Loan	
<input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		<input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		From 9/91 To 6/92	
16 Total unpaid balance of your most recent GSL		17 Interest rate on your most recent GSL		18 Grade level of your most recent GSL	
0.00		0 %		Beginning and ending dates of your most recent GSL	
19 Total unpaid balance of all your Guaranteed Student Loans or any portion of this loan included in your Consolidation Loan		20 Name and Address of Previous Lender, if any		Mo. Yr. Mo. Yr.	
0.00		NONE		From 0 To 0	

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 15.

5. PERMANENT RESIDENT OF / MI / SINCE MONTH / 6 / YEAR / 89 /

RECEIVED SEP 30 1991

Best Available Copy  
At Time of Imaging

## Promissory Note for a Guaranteed Student Loan

Information required in the application is true and correct to the best of my knowledge and belief. I understand that any false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

Signature of Student Borrower

Date

Lori Gullekson 8/20/91

## SECTION II - TO BE COMPLETED BY THE SCHOOL

1 Name and Address of School DORSEY BUSINESS SCHOOL 36821 BIRKINGTON AVE MADISON HEIGHTS, MI 48071		2 School Code 004692		3 Area Code/Phone No. 313-585-9200		4 Grade Level 1		5 Correct item 23A in this space	
6 Anticipated Completion Date Mo. Yr. 6-92		7 Correct item 24A in this space		8 Enrollment Period Covered by Loan Mo. Day Yr. Mo. Day Yr. 9-30-91 6-26-92		9 Expected Family Contribution 154.00		10 Difference (27 minus the sum of 28 plus 29) 11,013.00	
11 Family Adjusted Gross Income 4545.00		12 Estimated Cost of Attendance For Loan Period 13,567.00		13 Estimated Financial Aid for Loan Period 2400.00		14 Recommended Disbursement Date Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. 9-30-91 1-6-92		15 Correct item 29A in this space	

I have read and understand the terms of the school certification printed on the back of the application.

Signature of Authorized Fin. Aid Director

Type or Print Name and Title

Date

NOREED KALINSKI, FINANCIAL AID

8-20-91

## SECTION III - TO BE COMPLETED BY THE LENDER

1 Name and Address of lending institution. MIDWESTERN NATIONAL BANK 411 W. Lafayette Detroit, Michigan 48226		2 Loan Amount Approved 2135.00		3 Interest Rate 8 %		4 Fee	
5 Signature of Authorized Lending Official P. Smith		6 Lender Code 806008		7 Anticipated Disbursement Date(s) Mo. Day Yr. Mo. Day Yr. Mo. Day Yr.		8 For Lender Use Only	
9 Type or Print Name and Title P. Smith		10 Area Code/Phone No. 222-4870		11 Date 8-18-91		12	

I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE  
M. Byrnes 11/22/99  
NAME DATE